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Attorneys for Plaintiff
Signal Peak Energy, LLC

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
BILLINGS DIVISION

LESLIE B. RIFE,)	Case No.: 1:18-cv-00043-SPW-TJC
)	
Plaintiff,)	
)	
vs.)	BRIEF IN SUPPORT OF UNOPPOSED
)	MOTION TO AMEND
SIGNAL PEAK ENERGY, LLC,)	
its owners and affiliates, and)	
JOHN DOE Corporations A-Z,)	
)	
Defendants.)	

Defendant Signal Peak Energy, LLC, (“Signal Peak”) has moved the court for leave to amend its answer to assert a third-party claim against 3 Solutions, LLC. Signal Peak submits this brief in support of its unopposed motion.

This case involves a claim for damages against Signal Peak by Leslie B. Rife, who alleges that he was injured in a fall at Signal Peak's mine in June 2012. At the time of the accident, Mr. Rife was delivering chemicals to Signal Peak as an employee of Slater Fore Construction.

At the time of Mr. Rife's accident, Slater Fore Consulting was a contractor retained by 3 Solutions, LLC, (3 Solutions") to deliver chemicals to Signal Peak pursuant to a Chemical Supply Agreement between 3 Solutions and Signal Peak dated October 1, 2011. 3 Solutions is identified in the agreement as "Seller" and Signal Peak is identified as "Buyer". Paragraph 8.1 of the agreement, under the heading "Indemnities", provides as follows:

Seller agrees to protect, defend, indemnify and hold harmless and release Buyer, its parent, subsidiary and affiliated companies, and its and their officers, directors and employees from and against any manner of loss, liability, claim, damage, penalty or cost (including, but not limited to, reasonable attorneys' fees) arising in connection with this Agreement that is asserted by or arises in favor of Seller's employees or Seller's other contractors or their employees or Seller's invitees, on account of bodily injury, death or loss of or damage to property, without limit and without regard to the cause or causes thereof, including strict liability or the sole, joint, or concurrent negligence of any party or parties.

Pursuant to this agreement, Signal Peak, on three (3) separate occasions, tendered to 3 Solutions its defense and indemnity for the claims asserted by Mr. Rife. 3 Solutions, to date, has declined to defend and/or agree to indemnify Signal Peak. Consequently, Signal Peak is compelled to join 3 Solutions as a third-party

defendant in this action in order to obtain the defense and indemnity that 3 Solutions is contractually obligated to provide.

A copy of the Signal Peak's proposed Amended Answer and Demand for Trial by Jury and Third-Party Complaint against 3 Solutions, LLC, is attached hereto as Exhibit 1. It should be noted that the amended pleading makes no changes of any kind to the answer previously made by Signal Peak to plaintiff's complaint. The amended pleading merely asserts a third-party complaint against 3 Solutions.

As required by the local rules, Gavin Murphy, counsel for plaintiff, has been contacted regarding this motion and the proposed amendment and third-party complaint. Mr. Murphy has advised that plaintiff has no objection. Therefore, this motion is unopposed.

Dated this 1st day of August, 2018.

/s/ William J. Mattix
CROWLEY FLECK PLLP
Attorneys for Defendant Signal Peak Energy, LLC